

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE UNITED MEXICAN STATES
RELATING TO THE TERMINATION OF THE 1972 AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED MEXICAN STATES TO
ERADICATE SCREWORMS**

The Government of the United States of America, through the Department of Agriculture (USDA) and the Government of the United Mexican States, through the Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food (SAGARPA), hereinafter referred to as "the Parties";

RECALLING the Agreement between the Government of the United States of America and the Government of the United Mexican States to Eradicate Screwworms, signed in Mexico City on August 28, 1972, as amended (the Screwworm Agreement), which will terminate on September 26, 2012;

NOTING the discussions between representatives of the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA-APHIS) and the National Service of Agroalimentary Health, Food Safety and Food Quality of the Ministry of Agriculture, Livestock, Rural Development, Fisheries and Food of the United Mexican States (SAGARPA-SENASICA) in Washington, DC on July 10th and 11th, 2012, related to the specific details of closing the operations of the Joint Mexican-United States Commission for the Eradication of Screwworm (COMEXA) as part of the termination of the Screwworm Agreement; and

WISHING to set forth certain steps to be taken by the Parties to carry out the termination of the Screwworm Agreement on September 26th 2012, and the dissolution of COMEXA;

Have agreed as follows:

- 1) The Parties agree that the legal ownership of all the equipment remaining with COMEXA that is in Mexico and that has been purchased by the Government of the United States of America or the Government of the United Mexican States during the life of the collaborative screwworm program, particularly as described in Annex 1 to this Agreement, shall be transferred by COMEXA to the Government of the United Mexican States, through SAGARPA-SENASICA, before September 26, 2012.

- 2) The Parties agree that the legal ownership of any equipment furnished by the USDA to COMEXA during the life of the collaborative screwworm program that remains in Mexico, particularly as described in Annex 2 to this Agreement, shall be transferred to the Government of the United Mexican States, through SAGARPA-SENASICA. Said USDA equipment will not be returned to the Government of the United States of America. In this regard, before September 26, 2012, the USDA shall transfer the legal ownership of any such equipment to COMEXA, and then after COMEXA shall transfer the legal ownership of such equipment to the Government of the United Mexican States, through SAGARPA-SENASICA.
- 3) Before September 26, 2012, the Government of the United Mexican States, through SAGARPA-SENASICA, shall make all the necessary legal and administrative arrangements to take legal ownership of all of COMEXA's equipment in Mexico. From September 26, 2012, SAGARPA-SENASICA shall assume full legal and operational responsibility of the facilities and equipment in Mexico that belonged to COMEXA.
- 4) All of the current resources in the COMEXA accounts in the HSBC S.A. bank, the Monex bank, and the BBVA Bancomer S.A. bank in Tuxtla Gutierrez, Chiapas, Mexico shall be used by COMEXA solely for the termination of remaining obligations of COMEXA.
- 5) Upon the entry into force of this Agreement, the Parties shall each make one final contribution of one Million U.S. dollars (\$1,000,000.00 USD) or its equivalent in Mexican pesos to the COMEXA accounts in order to address the costs and fiscal obligations in terminating COMEXA, in accordance with the provisions of the Screwworm Agreement and this Agreement.
- 6) The Parties acknowledge that from September 26, 2012, the Government of the United States of America will cease to have any further financial and/or legal obligations or responsibilities whatsoever for any and all costs associated with terminating COMEXA, whether they are fiscal, operational, legal or any other type of termination costs.
- 7) The Parties agree that any funds remaining unobligated after COMEXA has been terminated, which are not needed to meet any reasonably anticipated obligations related to termination, will be returned to USDA-APHIS and SAGARPA-SENASICA in equal amounts.

- 8) To the extent there is any conflict between the provisions of this Agreement and the provisions of the Screwworm Agreement, the provisions of this Agreement shall prevail.
- 9) This Agreement shall enter into force upon signature by both Parties.

Done at Washington, D.C. and Mexico City, in the English and Spanish languages.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

Date:.....9-25-12.....



**Edward Avalos
Under Secretary Marketing and
Regulatory Programs United States
Department of Agriculture**

**FOR THE GOVERNMENT OF THE
UNITED MEXICAN STATES:**

Date:.....09/24/12.....



**Francisco Javier Mayorga Castañeda
Minister of Agriculture, Livestock, Rural
Development, Fisheries and Food of
the United Mexican States**